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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

CureIS Healthcare, Inc.,

Case No. 3:25-cv-04108-MMC

Plaintiff,

vs.

Epic Systems Corporation,

Defendant.

**PLAINTIFF CUREIS HEALTHCARE
INC.'S ADMINISTRATIVE MOTION
FOR LEAVE TO FILE PARTIALLY
UNDER SEAL PORTIONS OF
PLAINTIFF'S FIRST AMENDED
COMPLAINT**

[Civil L.R. 7-11, 79-5]

[Filed concurrently with the Declaration of Chris Sawotin in Support of Administrative Motion for Leave to File Under Seal; CureIS's First Amended Complaint; Proposed Order]

Trial Date: None Set

1 Pursuant to Civil Local Rules 7-11 and 79-5 and Federal Rule of Civil Procedure 26(c)(1),
2 Plaintiff CureIS Healthcare, Inc. (“CureIS” or “Plaintiff”) hereby respectfully moves for
3 administrative relief in the form of an order permitting Plaintiff to: (1) file under seal an unredacted
4 version of Plaintiff’s First Amended Complaint (“FAC”), and (2) publicly file the FAC with limited
5 portions redacted that contain Plaintiff’s and third parties’ confidential and sensitive business
6 information. As described below, and in the accompanying Declaration of Chris Sawotin, the
7 Opposition contains limited non-public and commercially sensitive information regarding
8 Plaintiff’s customer relationships and confidential customer contracts.

9 The requested relief is narrowly tailored because it seeks to preserve the confidentiality of
10 only confidential, proprietary, and commercially sensitive information contained in the FAC, and
11 the redactions in the public version are limited to that material. The confidential information relates
12 to the existence and terms of software subscription agreements between CureIS and seven of its
13 customers. Such information is non-public by the terms of the customer agreements themselves,
14 which require their existence to remain confidential, and in light of the sensitive business
15 information contained therein. CureIS maintains the confidentiality of such information at all times.

16 Plaintiff has not obtained a stipulation pursuant to Civil Local Rule 7-11(a) because the FAC
17 has not yet been served on Defendant Epic Systems Inc.

18 Plaintiff’s request is based on this Administrative Motion, the below Memorandum of Points
19 and Authorities, and the Declaration of Chris Sawotin. Plaintiff has also concurrently lodged a
20 proposed order narrowly tailored to seal only the sealable material, and which lists in table format
21 each portion of the FAC sought to be sealed, pursuant to Civil Local Rule 79-5(c)(3).

22 DATED: July 14, 2025

23 QUINN EMANUEL URQUHART &
24 SULLIVAN, LLP

25

26 By _____
27 Adam Wolfson
28 *Attorneys for Plaintiff,
CureIS Healthcare, Inc.*

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

CureIS's FAC alleges that Epic Systems Corporation ("Epic" or "Defendant"), among other things, tortiously interfered with CureIS's customer relationships, disparaged CureIS to CureIS's customers, blocked CureIS's access to customer data due to security concerns, and made misrepresentations to CureIS's customers to induce their breach.

7 The contractual relationships that Epic induced CureIS's customers to breach are
8 confidential in themselves by their terms. Further, CureIS goes to great lengths to keep the identities
9 of its customers confidential. Finally, the terms and negotiations between CureIS and its current or
10 prospective customers are commercially sensitive and confidential. For these reasons, there are
11 "compelling reasons" to grant CureIS administrative leave to file under seal portions of its FAC that
12 identify its customers by name or disclose commercially sensitive and confidential customer
13 contracts or negotiations. If publicly disclosed, the terms, pricing, and existence of CureIS's
14 subscription license agreements could provide competitors with a significant advantage by revealing
15 CureIS's confidential business strategies and customer relationships. Such disclosure would enable
16 competitors to undercut CureIS's pricing, replicate its contractual terms, or target its customers
17 directly, thereby harming CureIS's competitive standing and jeopardizing its customer relationships.

18 The Court has previously recognized the sensitive nature of this information and granted
19 CureIS's request to seal customer-identifying information in the complaint. (Dkt. 5.) CureIS
20 respectfully requests that the Court remain consistent with its prior ruling and apply the same
21 reasoning to the present motion.

II. ARGUMENT

A. Plaintiff Seeks to Seal Limited Confidential Customer Information

24 CureIS respectfully seeks to file under seal limited portions of the FAC that reveal the
25 identities of its customers, the existence of confidential contractual relationships, non-public
26 negotiations, and references to the terms of its subscription license agreements. (See Sawotin Decl.
27 ¶ 4.) The specific information CureIS seeks to redact is highlighted in the unredacted version of the

1 FAC submitted concurrently with this Administrative Motion, and appears in the following
2 paragraphs:

Opposition Paragraphs	Reasons for Sealing (Highlighted Portions Only)
13, 16, 48, 52-62, 64-67, 69-84, 90-91, 96, 101, 140-143, 145-150, 153, 156- 157, 159-160, 164- 166	Non-public and commercially sensitive information regarding CureIS's customer relationships and confidential customer contracts

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(*Id.* ¶ 4.)

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9
B. The Court Should Grant Plaintiff's Motion to Partially Seal Its Opposition

10 CureIS seeks to seal confidential customer identities, the existence and terms of confidential
11 contracts, and non-public contract negotiations—each of which qualifies for protection under the
12 “compelling reasons” standard. Courts in the Ninth Circuit routinely permit sealing of such
13 commercially sensitive information to prevent competitive harm and protect trade secrets.

14 Customer identities and the existence and terms of confidential contracts satisfy the
15 compelling reasons standard because disclosure would risk significant competitive harm by
16 enabling competitors to solicit CureIS's customers, disrupt business relationships, and gain access
17 to commercially sensitive, non-public information. (*See* Sawotin Decl. ¶ 5.) CureIS maintains the
18 confidentiality of this information through reasonable measures, including contractual restrictions
19 and internal security protocols. (*See id.* ¶ 5.)

20 The Ninth Circuit has expressly recognized that sealing is appropriate where disclosure of
21 confidential information, especially sensitive contract negotiations, could be exploited by
22 competitors or used by prospective customers to demand more favorable terms. *See In re Elec. Arts,*
23 *Inc.*, 298 F. App'x 568, 569 (9th Cir. 2008); *Sumotext Corp. v. Zoove, Inc.*, No. 16-CV-01370-BLF,
24 2020 WL 836737, at *3 (N.D. Cal. Feb. 20, 2020) (“Closely-negotiated or customer-specific terms
25 are sealable under Ninth Circuit law, as they could be used by competitors to undercut [CureIS] or
26 by potential customers to demand more favorable terms in negotiations.”). Courts also regularly seal
27 contracts that contain proprietary and confidential business information. *See Finisar Corp. v.*
28 *Nistica, Inc.*, 2015 WL 3988132, at *5 (N.D. Cal. June 30, 2015).

Finally, CureIS’s Administrative Motion to seal, seeking limited redaction of confidential information regarding customer identities, is narrowly tailored to redact only those limited categories of information necessary to protect its legitimate confidentiality interests and safeguard against competitive harm. *See Flextronics Int’l USA, Inc. v. Murata Mfg. Co.*, 2019 WL 13554029, at *2 (N.D. Cal. Dec. 16, 2019) (granting motion to seal “as to confidential customer identities”); *Mezzadri v. Med. Depot, Inc.*, 2015 WL 12564223, at *2 (S.D. Cal. Dec. 18, 2015) (sealing customer lists); *Finjan, Inc. v. Cisco Sys. Inc.*, 2019 WL 4168952, at *2 (N.D. Cal. Sept. 3, 2019) (sealing material revealing proprietary product functionality). As such, CureIS’s request to seal limited portions of its FAC should be granted.

10 | III. CONCLUSION

11 For the foregoing reasons, CureIS respectfully requests that the Court grant CureIS's
12 Administrative Motion to Seal.

14 | DATED: July 14, 2025

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

By /s/ Adam Wolfson

Adam Wolfson
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CureIS Healthcare, Inc.*